

ARTICLE XVI

LANGUAGE

16.1 The working language for this Agreement and its PAs shall be the language of the Party in which the work is performed; working discussions may be conducted in either the English or French language.

16.2 Official decision sheets, meeting records, and official reports issued in the performance of a PA by SCs and POs shall be issued in the English and French languages.

16.3 Contracts shall be drawn up in the language of the Party awarding the Contract.

ARTICLE XVII

GENERAL PROVISIONS

17.1 All activities of the Parties under this Agreement shall be carried out in accordance with their national laws. The obligations of the Parties shall be subject to the availability of funds for such purposes.

17.2 For the purpose of implementing this Agreement, the status of military and civilian personnel of one Party present on the territory of the other Party's government shall be governed by the NATO SOFA. Employees and agents of Contractors shall not be considered to be civilian personnel employed by a Party.

17.3 In the event of a conflict between the terms of this Agreement and any TEP PA or ET Form, this Agreement shall take precedence.

ARTICLE XVIII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

18.1 This Agreement and any PA may be amended by the mutual written consent of the Parties.

18.2 This Agreement and any PA may be terminated at any time by the written consent of the Parties. In the event the Parties consent to terminate this Agreement, or any PA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

18.3 Either Party may terminate this Agreement or any PA upon 90 days written notice of its intent to terminate to the other Party. Such notice shall be the subject of immediate consultation to decide upon the appropriate course of action to conclude the activities under this Agreement or PA. In the event of such termination, the following rules apply:

18.3.1 The terminating Party shall continue participation, financial or otherwise, in all PAs subject to the notice of termination, up to the effective date of termination;

18.3.2 Except as to Contracts awarded on behalf of both Parties, each Party shall be responsible for its own project-related costs associated with termination of the Project. For Contracts awarded on behalf of both Parties, the terminating Party shall pay all Contract modification and termination costs that would not otherwise have been incurred but for the decision to terminate. However, in no event shall a terminating Party's total financial contribution, including contract termination costs, exceed that Party's total financial contribution for the PA being terminated;

18.3.3 All Information and rights therein received under the provisions of this Agreement or PAs prior to termination of the Agreement or its PAs shall be retained by the Parties, subject to the provisions of this Agreement and its PAs;

18.3.4 If requested by the other Party, the terminating Party may continue to administer the project Contract(s) which it awarded on behalf of the other Party on a reimbursable basis;

18.3.5 Additional PA termination provisions consistent with this Article may be established in the PA.

18.4 The respective rights and obligations of the Parties regarding Article VII (TEP Equipment Transfers), Article VIII (Disclosure and Use of Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), Article XIII (Liability and Claims) and this Article XVIII (Amendment, Termination, Entry Into Force, and Duration) shall continue notwithstanding termination or expiration of this Agreement and any of its PAs.

18.5 This Agreement, which consists of eighteen (18) Articles and three (3) Annexes, shall enter into force upon signature by both Parties and shall remain in force for fifteen (15) years unless terminated by either Party. This Agreement shall be automatically extended for successive five-year periods unless one Party notifies the other in writing that it does not desire this Agreement to be extended. All PAs shall terminate upon the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE, in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA



Signature

Thomas P. Christie
Name

Director, Operational Test and Evaluation
Title

1/23/03
Date

France

Location

THE MINISTER OF DEFENSE OF THE
FRENCH REPUBLIC



Signature

Michèle Alliot-Marie
Name

Ministre de la Défense de la République
française
Title

22/01/03
Date

France

Location

ANNEX A

MODEL RECIPROCAL USE OF TEST FACILITIES (RUTF)
PROJECT AGREEMENT (PA)

RUTF PROJECT AGREEMENT NUMBER *

TO THE TEP AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND THE
MINISTER OF DEFENSE OF THE FRENCH REPUBLIC
DATED

CONCERNING
(*FULL DESIGNATION OF THE TEST AND TEST LOCATION*)

**The performing Party will assign the Project Agreement number.*

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PREAMBLE

This RUTF Project Agreement is entered into pursuant to the Agreement between the Department of Defense of the United States of America (U.S. DoD) and the Minister of Defense of the French Republic (FR MOD) for Test and Evaluation Program (TEP) Cooperation of (date).

The Parties have determined that conducting _____ at _____ is mutually beneficial.

(RUTF PAs may involve performance of multiple test events at multiple Test Facilities over multiple years.)

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the Agreement.)

ARTICLE II

T&E OBJECTIVES

The T&E objectives of this _____ PA are:

- a. To determine the _____
- b. To evaluate the _____
- c. To accomplish/improve _____

ARTICLE III

SCOPE OF WORK

- Test Description
- a. _____ is designed to _____
 - b. _____ is comprised of _____

(Include any customer Party-provided test personnel, equipment (other than TEP Equipment), or other assistance in this Article and provide the appropriate details in the PA.)

Test Facility Services

(Outline the tasks and services to be performed by the Test Facility.)

The following Work Unit(s) shall be performed by _____ during a period of up to _____ days/weeks during _____.

a.

b.

c.

The following support shall be provided by the Test Facility:

(For example: Technical and analytical assistance, consultation for preparation of the test plan, qualified personnel to conduct the T&E, any other specified support to customer.)

ARTICLE IV

ESTIMATED TEST SCHEDULE

Day/Week/Month 1:

Dates

(List of activities to occur)

Day/Week/Month 2:

Dates

(List of activities to occur)

Day/Week/Month 3:

Dates

(List of activities to occur)

The dates and duration of the test are subject to change by either Party. The U.S. DoD and FR MOD POs shall keep each other informed of progress and apprise each other of potential schedule change, delay or cancellation.

The final report shall be transmitted to the MAs six months before the termination date of this PA.

ARTICLE V

MANAGEMENT

This PA shall be directed and administered on behalf of the Parties by one PO from each Party. POs are responsible for the implementation of the provisions of the Agreement and PA. Direct liaison between the Parties' POs is authorized. Alternate POs may also be designated. The POs are:

U.S. DOD PO: Title/Position _____

Organization _____

Mail Address _____

Phone & Fax _____

E-mail _____

FR MOD PO: Title/Position _____

Organization _____

Mail Address _____

Phone & Fax _____

E-Mail _____

(The POs, as appropriate, may develop and agree to a test plan.)

Command, Control, Safety and Security Considerations

The performing Party shall retain command and control over all facilities, personnel, equipment and support units. The security regulations and policies of the performing Party will govern all security aspects. All Parties shall adhere to standing operating procedures regarding command, control, safety and security, except where agreed otherwise in writing. In accordance with Article XI, Security of the Agreement:

- a. The Parties are responsible for security of all publications and reference material.
- b. The performing Party is responsible for the security of test site materials and publications.
- c. POs shall coordinate security requirements prior to all classified testing.

ARTICLE VI

FINANCIAL PROVISIONS

The cost estimate for performance of the tasks under this PA is \$/€ _____ *(estimate will be provided in the currency of the performing Party)*. Payment shall be made in accordance with the following schedule:

(Insert Payment Schedule)

<i>Work to be Performed</i>	<i>Amount</i>	<i>Payment Date</i>
<i>Work Unit #1</i>	<i>Incremental Payment #1</i>	
<i>Work Unit #n</i>	<i>Incremental Payment #n</i>	

In no event shall the performing Party exceed this cost estimate without the prior written consent of the customer Party. If the performing Party has reason to believe that this cost estimate shall be exceeded, the performing Party shall immediately notify the customer Party and shall set forth a new cost estimate together with supporting documentation. The Parties shall consult as soon as possible regarding the action to be taken in view of the revised cost estimate.

In accordance with the payment schedule above, the performing Party shall submit a request for payment, and the customer Party shall make payment prior to the commencement of each work unit.

Upon completion of the test (including submission of the final report), the performing Party shall provide a final statement of account to the customer Party, which details the actual costs incurred and payments received from the customer Party. After completing review of the final statement of account, the Parties shall reconcile the account and make any final payments.

Requests for payment shall contain the following information:

Date
PA Number
Invoice ID
Financial Manager's Contact Information
Financial Coding
Invoice Total

ARTICLE VII

SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS *(Optional)*

(Insert any special disclosure and use of information provisions needed to implement the PA.)

ARTICLE VIII

CLASSIFICATION

Only one of the three following possibilities must be selected:

- a. No classified Information shall be exchanged under this PA;
- b. The highest level of Classified Information exchanged under this PA is: CONFIDENTIAL;
or

- c. The highest level of Classified Information exchanged under this PA is: SECRET.

ARTICLE IX

PRINCIPAL ORGANIZATIONS INVOLVED

(List Test Facilities and other organizations of the Parties.)

ARTICLE X

TEP EQUIPMENT TRANSFERS

Providing Party	Receiving Party	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Approx Value

NOTES:

1. Specifically identify the test article(s). In the event that the collaborative efforts under the PA require the provision of other TEP Equipment to either Party, then a list of such TEP Equipment must be developed in general accordance with the preceding table. (TEP Equipment which cannot be identified at the time of PA signature shall be documented, when identified, in a list to be developed and maintained by the POs in the format at Appendix 2 to this Annex.)

2. If jointly acquired TEP Equipment is an aspect of the collaborative efforts under the PA, then terms and conditions for the disposal of such jointly acquired TEP Equipment must be included in the PA.

3. Use 10.1.1 and/or 10.1.2 as applicable.

4. Transportation provisions to be detailed.

10.1 Return/consumption of TEP equipment:

10.1.1 Return of TEP Equipment: Upon expiration or termination of the transfer period (taking into account any approved extension by the providing Party), the receiving Party shall return the TEP Equipment as specified in the list of equipment above as 'non-consumable' to the providing Party (*specify arrangements*). If the TEP Equipment is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss/destruction/irreparable damage to the providing Party.

10.1.2 Consumption of TEP Equipment: It is intended that the receiving Party shall consume the TEP Equipment specified in table above as 'consumable' during the course of the Activity described in Article III. If this does occur, the receiving Party shall provide written notice of its consumption to the providing Party. In the event

consumption does not occur prior to the end of the transfer period, the receiving Party shall return the TEP Equipment to the providing Party (*specify arrangements*). If the TEP Equipment is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Party, the receiving Party(s) shall issue a certificate of loss/destruction/irreparable damage to the providing Party.

ARTICLE XI

ENTRY INTO FORCE, DURATION AND TERMINATION

This _____ RUTF PA, a TEP Activity under the Agreement between the Department of Defense of the United States of America and the Minister of Defense of the French Republic, shall enter into force upon signature by the Parties and shall remain in force for ____ years unless terminated by either Party. It may be extended by written agreement of the Parties.

This PA may be amended by written agreement of the Parties.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

THE MINISTER OF DEFENSE OF THE
FRENCH REPUBLIC

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

APPENDIX 1 -- COST ESTIMATE MODEL

COST ESTIMATE FOR THE (Name of Test) Test Period (Insert Date)

Item	Task Description/Service	Labor	Facility Use	Materials	Travel	Total
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DIRECT COSTS

1	Test Planning					
2	Test Article Safety Inspection					
3	Test Preparation & Set Up					
4	Flight Time & Flt Support					
5	Range Firings					
6	Ground Support (Telemetry & Communications)					
7	Toxic Fumes Test					
8	Human Factors Evaluation					
9	Technical / Review Meetings					
10	Secure Storage					
11	Supplies & Materials					
12	Contingencies (Retest, Etc...)					
13	Data Analysis					
n	Report Preparation					

INDIRECT COSTS

(Indirect costs will be held to the minimum extent possible in accordance with the pricing principles in the Agreement. If certain indirect costs are applicable and necessary, provide an itemized breakout similar to the table above.)

U.S. DoD or FR MOD Project #

(The above table is a notional example. Cost estimate tables should be tailored to align with the requirements of particular tests.)

APPENDIX 2 -- INVENTORY OF TEP EQUIPMENT TRANSFERS

<u>Nomenclature</u>	<u>Part No./ Model No.</u>	<u>Replacement Value</u>	<u>Receiving Party</u>	<u>Date Transferred</u>
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ANNEX B

MODEL COOPERATIVE TEST & EVALUATION (CTE)
PROJECT AGREEMENT (PA)

CTE PROJECT AGREEMENT NO. (XXXX)

TO THE TEP AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND THE
MINISTER OF DEFENSE OF THE FRENCH REPUBLIC
DATED .

CONCERNING
(FULL DESIGNATION OF THE PROJECT)